

CITY OF SALEM

SALEM, NEW JERSEY

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE COMMON COUNCIL OF THE CITY OF SALEM

AND

CITY OF SALEM BLUE COLLAR WORKERS ASSOCIATION

THREE YEAR CONTRACT

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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PREAMBLE

THIS AGREEMENT entered into the _____ day of _____, 2004, by the Common Council of the City of Salem, hereinafter referred to as the "**EMPLOYER**", and the City of Salem Blue Collar Workers Association, hereinafter referred to as the "**REPRESENTATIVE**", has as its purpose the promotion of harmonious relations between the Employer and Representative; and the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The use of the word "he" throughout the Contract applies to both male and female employees and is being used as a matter of convenience.

ARTICLE I

RECOGNITION

The Employer recognizes the City of Salem Blue Collar Workers Association (Representative) as the sole bargaining agent for the purpose of establishing salaries, wages, hours and the other conditions of employment for all employees who are members of the Blue Collar Workers Association of the City of Salem.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be in effect upon execution by the parties hereto and is intended to be a three (3) year agreement, from January 1, 2004 to December 31, 2006. The parties shall commence negotiations for a new agreement no later than October 15, 2006, and shall make a good faith effort to schedule and attend reasonably frequent meetings for the purpose of reaching a successor collective bargaining agreement.

ARTICLE III

EQUAL TREATMENT

The parties hereto agree to refrain from discrimination or favoritism for reasons of sex, nationality, race, age, sexual preference, religion, marital status, mental or physical disabilities, political affiliation, political or representative membership or representative activities, and political status.

ARTICLE IV

WORK RULES AND WORKING CONDITIONS

Reasonable work rules shall be established and shall be equitably applied and enforced. The Employer agrees to obey Federal and State laws pertaining to the maintenance of safe working conditions. Those items which are subject to negotiations will be referred to the collective bargaining process.

ARTICLE V

SALARY

A. INCREASE

All unit members shall receive a three point twenty five (3.25%) percent pay increase over the 2003 base salary, retroactive and effective January 1, 2004.

Effective January 1, 2005 each unit member shall receive a three point five (3.5%) percent increase on their salary in effect on December 31, 2004.

Effective January 1, 2006, each unit member shall receive a three point seventy five (3.75%) percent increase on their salary in effect on December 31, 2005.

1. The salary scale, effective January 1, 2004 is attached as page 27.

2. The salary scale, effective January 1, 2005 is attached as page 28.

3. The salary scale, effective January 1, 2006 is attached as page 29.

B. OVERTIME

All members of the bargaining unit shall be paid at a rate of one and one-half their usual hourly rate for hours worked in excess of eight hours per day or forty hours per week. Overtime schedules are to be posted in order to give each employee an equal opportunity to request overtime. Compensatory time may be taken in lieu of overtime upon consent of the employer and employee's supervisor to be used within the calendar year.

C. LONGEVITY

A longevity payment over and above the member's base salary according to the following schedule:

- commencing four (4) years employment through nine (9) years equals three and one half (3 1/2%) percent of base pay per year;

- commencing ten (10) years employment through fourteen (14) years equals four (4%) percent of base pay per year;
- commencing fifteen (15) years through nineteen (19) years equals five (5.0%) percent of base pay per year;
- commencing twenty (20) years through twenty-four (24) years equals six (6.0%) percent of base pay per year.
- commencing twenty-five (25) or more years employment equals eight (8.0%) percent of base pay per year.

The above designated payments are to be issued in a lump sum on the first scheduled payday in November.

D. OFF-DUTY PAYMENTS

Members of the unit shall receive their base hourly rate as compensation when called or recalled to duty from an off-duty status, and shall receive a minimum of three hours compensation for each time called.

Hold-overs and scheduled overtime shall not be construed as a call in.

Members affected by call in will be compensated for the time actually worked at the overtime rate. Any balance remaining of the three hour minimum shall be paid at straight time.

E. EMPLOYEES ON PROGRESSION RATE SCHEDULE

All employees shall be on the progression rate schedule for the position held.

ARTICLE VI

SHIFT DIFFERENTIAL

An amount shall be added to the hourly rate of unit members' salary accord to the following schedule effective for the life of this contract:

SHIFT NO. 1 (11:00 PM to 7:00 AM)	\$0.65 per hour
SHIFT NO. 2 (7:00 AM TO 3:00 PM)	\$0.00 per hour
SHIFT NO. 3 (3:00 PM TO 11:00 PM)	\$0.60 per hour

The shift differential shall not be paid to employees regularly assigned to work day shift who work overtime.

The Dispatchers shall work the same Schedule as the Police. Time off shall be converted to hours in the same manner as Police.

ARTICLE VII

HOLIDAYS

A. The following holidays shall be recognized with straight time pay if a member is not scheduled for work, and double time if the member is scheduled for work:

WASHINGTON'S BIRTHDAY	LABOR DAY
GOOD FRIDAY	COLUMBUS DAY
MEMORIAL DAY	VETERAN'S DAY
MARTIN LUTHER KING DAY	GENERAL ELECTION DAY
DAY AFTER THANKSGIVING	

B. The following four (4) recognized paid holidays shall be designed as major holidays and members shall be compensated at two and one half times their regular base pay for hours actually worked:

NEW YEARS' DAY (Jan. 1 st)	THANKSGIVING DAY
INDEPENDENCE DAY (July 4 th)	CHRISTMAS DAY (Dec. 25 th)

Never is this to be interpreted as triple time and one half under any circumstances.

ARTICLE VIII

SICK LEAVE AND INJURY LEAVE

A. SERVICE CREDIT FOR LEAVE

(1) All permanent employees or full-time provisional employees shall be entitled to sick leave with full pay based on their aggregate years of service.

(2) Sick leave may be utilized by employees when they are unable to perform their work because of injury, illness, or disability from any cause.

(3) If any employee is incapacitated and unable to work because of injury, he shall be entitled to injury leave with full pay during the period which he is unable to perform his duties, as certified by the member's own physician subject to verification by a physician chosen by the City. Such payments shall be reduced by the amount of any workman's compensation award under Chapter 15 of Title 34 of the revised Statutes made for temporary disability because of the same injury or illness requiring such leave.

B. AMOUNT OF LEAVE

(1) The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

(2) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

(3) In charging an employee with sick leave, the smallest unit to be considered is one-half work day.

C. REPORTING ABSENCE ON SICK LEAVE

(1) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified as soon as possible prior to the employee's starting time.

(a) Failure to notify the supervisor may be cause for denial of the sick leave for that absence and constitute cause for disciplinary action.

D. VERIFICATION OF SICK LEAVE

(1) An employee who shall be absent on sick leave for five (5) consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of absence due to exposure to contagious disease, a certificate of clearance from the Department of Health shall be required.

(3) The City may require that an employee who has been absent because of personal illness, as a condition for his return to duty, be examined at the expense of the City. Such examination shall establish whether the employee is capable of performing his normal duties and further establish that his return will not jeopardize the health of other employees.

(4) If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift, utilizing an answering machine specifying the time called. An employee who is absent for five (5) consecutive days or more and who does not notify the Department Head or some other reasonable representative of the Employer on any of the first five (5) days may be subject to dismissal barring extenuating circumstances.

(5) Habitual absenteeism or tardiness may be cause for progressive discipline.

(6) Any employee who calls in sick and engaged in outside employment during his working hours shall be subject to disciplinary action.

E. UNUSED SICK LEAVE

Upon retirement, a unit member shall receive his current daily salary times one-half the number of unused sick days he has accumulated, not to exceed Fourteen Thousand (\$14,000) Dollars.

ARTICLE IX

VACATION

Annual vacation leave with pay shall be earned at the following rates:

- one to five years service/thirteen working days;
- six to ten years service/sixteen working days;
- eleven to fifteen years service/nineteen working days;
- sixteen to twenty years service/twenty-two working days;
- twenty-one or more years service/twenty-six working days.

Dispatcher vacation shall be controlled by Dispatcher seniority and not Police Officer seniority

ARTICLE X

BEREAVEMENT LEAVE

In case of death in the immediate family, a member shall be granted leave with pay at his regular rate of pay for four (4) scheduled working days starting on the date of death or on the day following the death, exclusive of any scheduled day off. Upon return to work, the unit member shall submit a slip from the Funeral Director to the unit member's supervisor.

Immediate family shall be defined as the member's husband, wife, child, step-child, foster-child, mother, father, legal guardian, step-mother, step-father, mother-in-law, father-in-law, brother, sister, step-brother, step-sister, grandmother or grandfather. All of the above relationship are construed as being based on current marital status existing when the death occurs.

ARTICLE XI

PERSONAL LEAVE

Each employee shall be entitled to be absent from employment two (2) days per year with pay to conduct his personal business provided that two (2) days prior notice is given, unless said notice is waived by his supervisor for good cause shown or where not detrimental to the work of the department or where a bona fide emergency is demonstrated to be the basis for the request. Effective January 1, 2005 employees shall be entitled to three (3) personal days.

ARTICLE XII

HEALTH AND WELFARE INSURANCE AND PHYSICAL EXAMINATION

A. The City shall pay the premium for full coverage for health insurance for bargaining unit members and their families.

At the time of signing the City is a participant in the New Jersey State Health Benefits Plan and it is understood that the policies and regulations (present and future) of said plan cannot be altered by the City.

B. The City shall provide the dental plan as negotiated with the Representative. Said dental plan is administered by Blue Cross and Blue Shield of New Jersey and is more fully described in documents in the City's possession.

C. Health Coverage for retired employees will be provided according to the policies and regulations (present and future) of the New Jersey Health Benefits Plan.

D. The employee may at his option have an annual physical examination, performed by a medical doctor and provided at the City's expense. X-rays shall be included and where the expense of the X-ray is not covered by the employees medical insurance, the City will pay this expense.

E. The City shall reimburse not more than once every two years, the cost of an eye exam and purchase of eye glasses, not to exceed Two Hundred Fifty (\$250) Dollars total to be paid upon submission of a voucher for unit members and their eligible dependents.

F. The City shall provide the State Health Prescription Drug Plan with a \$5 co-pay for brand name drugs and \$1 co-pay for generic drugs for current employees only (not retirees).

G. The City will remain enrolled in the New Jersey State Disability Insurance Program for the life of the contract.

ARTICLE XIII

SAFETY AND WORK EQUIPMENT

The City of Salem shall supply to each member of the unit the following safety equipment and work clothing;

By April 1st of each year:

- Safety glasses, where appropriate to the job, including the cost of eye examination and prescription safety glasses for those employees who wear prescription glasses.

- One pair of safety shoes.

- Safety equipment ruined during the performance of job duties will be replaced as needed by the member's department.

- One issue of work clothes consisting of either five (5) light-weight summer shirts and pants, or five (5) light summer shirts and work jean pants, either option at the discretion of the employee. In addition, work clothes shall include one issue of rain gear and boots.

By October 1st of each year:

- One pair of either insulated coveralls, or Car-Hart bib overalls, or pants with Car-Hart jacket or clothing suitable for the job, such as hooded sweatshirt, etc., not exceeding the cost of insulated coveralls or Car-Hart clothing. Each employee has the option to choose the type of work clothing suitable to him or her;

- One issue of work clothes consisting of five (5) winter shirts and pants;

- One pair insulated boots, to be replaced every other year, the replacement item to be turned in to the appropriate superintendent. These boots are to be purchased with a limit of \$150.00 per pair.

Dispatchers at the Police Department shall be limited to three summer shirts and three winter shirts annually. Trousers and other uniform items shall be replaced as necessary. One pair of shoes shall be paid for annually by the City with a limit of \$100.00 upon presentation of a voucher.

ARTICLE XIV

EDUCATION AND OTHER BENEFITS

A. The City of Salem shall provide reimbursement of up to Five Hundred (\$500) Dollars for successfully completed job-related education credits approved in advance by the Department Head.

B. Effective upon the signing of this Agreement CDL licenses (starting with B and up) water treatment, water distribution, waste water treatment and collection I through IV will be paid for by the City.

ARTICLE XV

GRIEVANCE PROCEDURE

A grievance is defined as any violation of this Agreement only.

When an employee has a grievance, he should discuss his problem with his immediate supervisor. If he does not receive any satisfactory answer thereto, he should pursue the following procedure with the assurance from the administration that no prejudicial action will result:

Step 1: The employee shall present in writing the text of the grievance to his immediate agent for the Blue Collar Workers Association and Department Head within twenty-four days of the day of the grievance occurrence;

Step 2: If no mutually satisfactory solution is developed to a written problem within seven (7) calendar days after Step 1, the employee with his agent may make arrangements to meet with the City Administrator. If the City Administrator position is vacant, the employee will go to the next step.

Step 3: If no mutually satisfactory solution is developed to a written problem within ten (10) working days after Step 2, the employee with his agent may make arrangements to meet with the appropriate Common Council committee. Copies of the written grievance shall be provided to all participants.

Step 4: If the grievance has not been settled within twenty (20) working days after Step 3, the employee with the agent (B.C.W.A.) will then arrange a hearing with the Merit System Board. This step can only be taken on those grievances which are appealable to the Merit System Board under the provisions of New Jersey Statutes Title XI and the Department of Personnel rules.

ARTICLE XVI

NOTICE OF CHANGE OF SCHEDULE

At least seven days (168 hours) posted notice of change of work schedule will be given except in cases of emergency. Where such notice is not posted, employee will be given eight (8) hours of pay in addition to that otherwise entitled, except where notice is not possible because of emergency.

ARTICLE XVII

PERSONNEL FILES

The personnel file of individual employees shall be confidential and the file contents will not be revealed to other employees without his consent, except for the supervisor of an employee or those whose duties require such knowledge. Each employee shall have the right to inspect his file, upon request and at a reasonable hour, accompanied if he wishes, by an officer of the City Blue Collar Workers Association.

ARTICLE XVIII

LEAVE OF ABSENCE

The Common Council may grant leave of absence without pay to a permanent employee. Leave of absence shall be for a period of six (6) months, which the Common Council may extend for one additional six month period. Request for leave of absence shall be submitted in writing setting forth the reasons for the request, the date of leave requested and expected return.

ARTICLE XIX

DRUG TESTING

It is recognized that the City has a responsibility to the public and to its employees to maintain a substance-abuse free environment. In order to facilitate this responsibility, it is agreed that unit members will submit to substance testing when:

- (a) an on-duty accident or injury occurs;
- (b) when "reasonable suspicion" exists.

It is understood and agreed that these tests must be conducted in accordance with acceptable medical standards and must be conducted in the least intrusive manner appropriate to the situation on a case by case basis. It is also understood and agreed that any such tests must be in accordance with acceptable scientific methods and safeguarded to insure the employee's confidentiality and the integrity of the test. This in no way limits the employee having such a test at his own expense to confirm or contest the results of any such test done by the City.

ARTICLE XX

MAINTENANCE OF WORK OPERATIONS

The Union covenants and agrees that during the term of the Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any Employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke any of the following alternatives:

- A. Withdrawal of Union recognition.
- B. Withdrawal of dues deduction privileges (if previously granted)
- C. Such activity shall be deemed grounds for termination of employment of such Employee or Employees.

ARTICLE XXI

FULLY BARGAINED AGREEMENT

The Employer and the Representative agree that this Agreement is the complete agreement between them and that no other understandings or agreements shall be binding on the Employer or the Representative during the term of this Agreement unless agreed to in writing between the Employer and the Representative subsequent to the date of the execution of this Agreement.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

It is the intent of the parties that the provision of this Agreement, except where noted in this Agreement, shall supersede all prior agreements and understandings, written, expressed or implied, between the parties; shall govern their entire relationship; and shall be the sole source of all rights or claims which may be asserted. The parties for the life of this Agreement hereby waive any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

This Agreement is separate and distinct from and independent of all other agreements entered into between the Representative and other Employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties hereto.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXII

BINDING OBLIGATION, SEVERABILITY AND SAVINGS

The terms and conditions of this agreement shall supersede and replace any inconsistent previously adopted policy, rule or regulation and said terms and conditions of this agreement shall constitute a binding obligation of the parties for the duration of this agreement.

If any provision of this agreement or any application of this agreement to any unit member or employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2004.

ATTEST:

CITY OF SALEM

BARBARA A. WRIGHT/City Clerk

EARL R. GAGE, Mayor

WITNESS:

CITY OF SALEM B.C.W.A.

WILLIAM SCHIFFBAUER, President